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Attorneys for Plaintiff Southport Lane Equity II, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

SOUTHPORT LANE EQUITY II, LLC,
individually and derivatively on behalf of
MASSIVE INTERACTIVE, INC., a Nevada
corporation,

Plaintiff,

vs.

RON DOWNEY, DEREK ELLIS, MAX
RAMSAY, MONIQUE ELLIS, DOMINIC DE
LORENZO, ALEX DROSIN, and ANTAINE
FURLONG, and MASSIVE INTERACTIVE,
INC., a Nevada corporation,

Defendants.

CASE No.: 3:15-cv-0335-RCJ-VPC

**STIPULATION AND ORDER TO
DISMISS CASE WITH PREJUDICE**

(First Request)

1 **WHEREAS**, each of the individual defendants in this matter has filed a motion to dismiss the
2 Amended Complaint in the above-captioned action (the “Motions”), which, *inter alia*, challenge the
3 Court’s personal jurisdiction over them as non-resident defendants;

4 **WHEREAS**, Massive Interactive, Inc. (“Massive”) has similarly filed a motion to dismiss the
5 Amended Complaint;

6 **WHEREAS**, the Court issued an Order on April 1, 2016 (the “Order”), granting the Motions
7 and dismissing Plaintiff Southport Lane Equity II, LLC’s (“Southport”) Amended Complaint with
8 leave to amend;

9 **WHEREAS**, on April 14, 2016, Southport filed a Notice of Intent Not to File a Second
10 Amended Complaint (the “Notice”), wherein it stated it intended to appeal the Order; and

11 **WHEREAS**, subsequently in April 2016, Southport and Massive executed a Joint
12 Monetization Agreement (the “Agreement”), wherein Southport agreed “to dismiss [its] claims with
13 prejudice within seven (7) days of the execution of this Agreement and further agree[d] not to refile
14 or otherwise pursue such claims, or action in any court or tribunal,” including a promise not “to file
15 or otherwise pursue any appeal” in this matter.

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1 **NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among the
2 parties, through their undersigned counsel, that pursuant to FRCP 41 and the terms of the Agreement,
3 the Court should dismiss this matter in its entirety and with prejudice.

4 **IT IS FURTHER STIPULATED AND AGREED** that each party shall bear its own fees
5 and costs.

6 Dated: May 25, 2016

7 FENNEMORE CRAIG, P.C.

MCDONALD CARANO WILSON, LLP

9
10 By: /s/ Courtney Miller O'Mara
11 Leslie Bryan Hart
 Courtney Miller O'Mara

By: /s/ Rory T. Kay
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23 *Attorneys for Plaintiff Southport Lane Equity*
24 *II, LLC*

25 **IT IS SO ORDERED:**

26 _____
 UNITED STATES DISTRICT JUDGE

27 DATED: _____
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